

2840945536

Execution Copy  
6/28/12

### **GENGER LITIGATION TRUST AGREEMENT**

Arie Genger and Orly Genger, make this trust agreement ("Agreement") and hereby appoint David Broser and Lance Harris, as the initial trustees (hereinafter, along with any other trustees serving hereunder, the "Trustees").

Arie Genger and Orly Genger hereby transfer and assign to the Trustees the property listed on Schedule "A" annexed hereto and made a part hereof, to hold in trust for the benefit of ADBG, LLC ("Lender"), in accordance with the provisions of Article I. This trust may be referred to as the "Genger Litigation Trust."

#### **ARTICLE I. GENGGER LITIGATION TRUST**

#### **ARTICLE II. The Trustees shall administer the Genger Litigation Trust (sometimes referred to herein as the "Trust") as follows:**

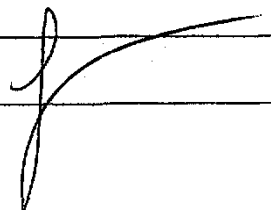
A. **Mandatory Payments.** (1) The Trustees shall pay the entire net proceeds received pursuant to the terms of the First Amendment to Credit Agreement annexed hereto as Schedule "B" (together with the Credit Agreement dated September 19, 2008 the "Credit Agreement"). Terms not defined herein shall have the meaning ascribed to them in the Credit Agreement.

(2) In addition, the Trustees shall further pay all amounts distributed to the Genger Litigation Trust, whether such amounts are classified as distributions of income, capital gains or principal, net of any debts or expenses, excluding shares of Trans-Resources, Inc. within thirty (30) days of receiving such amount.

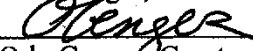
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IN WITNESS WHEREOF, the undersigned, as Grantor and Trustee, has signed  
this Agreement as of this \_\_\_\_ day of April, 2012.

Witness:

A handwritten signature, possibly of a witness, is written over two horizontal lines. The signature is stylized and cursive.

Arie Genger, Grantor

A handwritten signature, likely of Arie Genger, is written over two horizontal lines. The signature is cursive and matches the name above it.

Orly Genger, Grantor

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STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

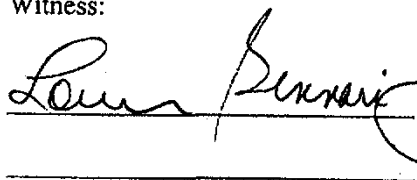
On this 28 day of April, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Only Gray, personally known to me or proved to me on the basis of satisfactory evidence to be one of the individuals whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

2840945536

IN WITNESS WHEREOF, the undersigned, as Grantor and Trustee, has signed  
this Agreement as of this \_\_\_\_ day of April, 2012.

Witness:



Arie Genger, Grantor

Orly Genger, Grantor

2840945536

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 28 day of April, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Anne G., personally known to me or proved to me on the basis of satisfactory evidence to be one of the individuals whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

LANCE G. HARRIS  
Notary Public, State of New York  
Attorney and Counselor at Law  
No. 02HA5048935  
Qualified in New York County  
Commission Expires September 5, 2013

2840945536

**SCHEDULE A**

The Trustees shall collect all net proceeds from the Lawsuits, the Additional Lawsuits, and any and all Future Lawsuits that Arie Genger and/or Orly Genger have or may have relating to the Company including the settlement of any Lawsuits, Additional Lawsuits or Future Lawsuits including the receipt of monies by Arie Genger or Orly Genger from any of the named parties, including, directly or indirectly, through third parties, in the Lawsuits, Additional Lawsuits, and/or Future Lawsuits including but not limited to Dalia Genger, Sagi Genger, TPR Investment Associates, Inc., The Sagi Genger 1993 Trust, Rochelle Fang, Glenclova Investment Company, TR Investors, LLC, New TR Equity I, LLC, New TR Equity II, LLC, Jules Trump, Eddie Trump, Mark Hirsch and/or Trans-Resources, Inc. and all of their related entities, associates, employees, and attorney.

The Trustees shall collect all proceeds from the Lawsuits, the Additional Lawsuits, and any and all Future Lawsuits that Arie Genger and/or Orly Genger have or may have relating to the Company including the settlement of any Lawsuits, Additional Lawsuits or Future Lawsuits including the receipt of TRI shares by Arie Genger or Orly Genger.

2840945536

AMENDMENT TO THE TERM SHEET, CREDIT AGREEMENT AND  
GENGER LITIGATION TRUST AGREEMENT

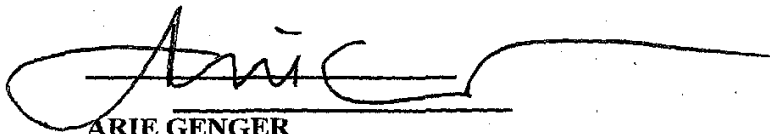
This amendment is to memorialize a compensation and incentive agreement entered between borrower and Bill Wachtel ((BW) regarding his fees and incentives;

With Lender consent borrower has entered into an agreement with BW on 6 -20-12 that in consideration for BW services provided from 2010 to present and until completion of TRI / TPR associated litigations the following would be paid to BW for his services ;

1. first \$35 M \$750.000 + all net BW costs
2. \$35M - \$50 M additional \$750.000
3. \$50m - \$75 M additional \$1.0 M
4. \$75M - \$100 M additional \$1,5 M
5. over \$100 M 5%
6. if \$100 M deal is reached within 12 month additional \$3 M

AGREED TO:

BORROWERS

  
ARIE GENGGER  
GENGER

ONLY

LENDER

ADBG

BY: 

Date 7/17/12